

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form T-1

March 2010

Form must be Typed

Form must be Signed

All blanks must be Filled

**REQUEST FOR CHANGE OF OPERATOR  
TRANSFER OF INJECTION OR SURFACE PIT PERMIT**

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act,  
MUST be submitted with this form.

Check Applicable Boxes:

- ☐ Oil Lease: No. of Oil Wells \_\_\_\_\_ \*\*
- ☒ Gas Lease: No. of Gas Wells 1 \*\*
- ☐ Gas Gathering System: \_\_\_\_\_
- ☐ Saltwater Disposal Well - Permit No.: \_\_\_\_\_
- Spot Location: 1910 feet from ☐ N / ☒ S Line
- 2135 feet from ☐ E / ☒ W Line
- ☐ Enhanced Recovery Project Permit No.: \_\_\_\_\_
- Entire Project: ☐ Yes ☐ No
- Number of Injection Wells \_\_\_\_\_ \*\*

Field Name: \_\_\_\_\_

**\*\* Side Two Must Be Completed.**Effective Date of Transfer: May 1, 2014KS Dept of Revenue Lease No.: 211535Lease Name: Yost 23-9- - NE - SW Sec. 9 Twp. 31 R. 17 ☐ E ☒ WLegal Description of Lease: SW/4 **KCC WICHITA**County: Comanche **MAY 21 2014**Production Zone(s): Mississippian **RECEIVED**

Injection Zone(s): \_\_\_\_\_

Surface Pit Permit No.: \_\_\_\_\_

(API No. if Drill Pit, WO or Haul)

\_\_\_\_\_ feet from ☐ N / ☐ S Line of Section\_\_\_\_\_ feet from ☐ E / ☐ W Line of SectionType of Pit: ☐ Emergency ☐ Burn ☐ Settling☐ Haul-Off ☐ Workover ☒ DrillingPast Operator's License No. 34347Past Operator's Name & Address: Benchmark Energy, LLCP.O. Box 8747 Pratt, KS 67124Title: ManagerContact Person: Jerry NashPhone: 620-672-1114Date: May 1, 2014Signature: Dil & Gas Lease AttachedNew Operator's License No. 34434New Operator's Name & Address: Edison Operating Company, LLC8100 E. 22nd Street North, Bldg 1900 Wichita, Kansas 67226Title: Managing PartnerContact Person: David WithrowPhone: 316-201-1744Oil / Gas Purchaser: OneokDate: May 1, 2014Signature: [Signature]

**Acknowledgment of Transfer:** The above request for transfer of injection authorization, surface pit permit # \_\_\_\_\_ has been noted, approved and duly recorded in the records of the Kansas Corporation Commission. This acknowledgment of transfer pertains to Kansas Corporation Commission records only and does not convey any ownership interest in the above injection well(s) or pit permit.

\_\_\_\_\_ is acknowledged as  
the new operator and may continue to inject fluids as authorized by  
Permit No.: \_\_\_\_\_ . Recommended action: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Signature

\_\_\_\_\_ is acknowledged as  
the new operator of the above named lease containing the surface pit  
permitted by No.: \_\_\_\_\_ .

Date: \_\_\_\_\_

Authorized Signature

DISTRICT \_\_\_\_\_ EPR 6-17-14 PRODUCTION 6-17-14 UIC 6-17-14

Mail to: Past Operator \_\_\_\_\_ New Operator \_\_\_\_\_ District \_\_\_\_\_

Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202

211535 ✓

\* Location: SW/4 Section 9-31S-17W

KCC WICHITA  
MAY 21 2014  
RECEIVED

\* When transferring a unit which consists of more than one lease please file a separate side two for each lease. If a lease covers more than one section please indicate which section each well is located.

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION  
**CERTIFICATION OF COMPLIANCE WITH THE  
KANSAS SURFACE OWNER NOTIFICATION ACT**

Form KSONA-1  
January 2014  
**Form Must Be Typed**  
**Form must be Signed**  
**All blanks must be Filled**

*This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application). Any such form submitted without an accompanying Form KSONA-1 will be returned.*

Select the corresponding form being filed: ☐ C-1 (Intent) ☐ CB-1 (Cathodic Protection Borehole Intent) ☒ T-1 (Transfer) ☐ CP-1 (Plugging Application)

OPERATOR: License # 34434  
Name: Edison Operating Company, LLC  
Address 1: 8100 E. 22nd Street North, Bldg 1900  
Address 2: \_\_\_\_\_  
City: Wichita State: KS Zip: 67226 + \_\_\_\_\_  
Contact Person: David Withrow  
Phone: ( 316 ) 201-1744 Fax: ( 316 ) 201-1687  
Email Address: david@edisonopco.com

Well Location:  
\_\_\_\_\_ - NE - SW Sec. 9 Twp. 31 S. R. 17 ☐ East ☒ West  
County: Comanche  
Lease Name: Yost Well #: 23-9

*If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:*

**Surface Owner Information:**

Name: Clark Yost  
Address 1: P.O. Box 267  
Address 2: \_\_\_\_\_  
City: Wilmore State: KS Zip: 67155 + \_\_\_\_\_

*When filing a Form T-1 involving multiple surface owners, attach an additional sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the county, and in the real estate property tax records of the county treasurer.*

*If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.*

**Select one of the following:**

- ☒ I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- ☐ I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I must provide the name and address of the surface owner by filling out the top section of this form and that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

*If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.*

I hereby certify that the statements made herein are true and correct to the best of my knowledge and belief.

Date: 5-1-14 Signature of Operator or Agent: [Signature] Title: Managing Partner

**KCC WICHITA**  
**MAY 21 2014**  
**RECEIVED**

**AFFIDAVIT**

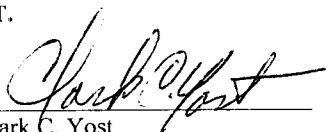
STATE OF KANSAS       )  
                                   )  
 COUNTY OF COMANCHE)       ss:

20140564  
 STATE OF KANSAS, COMANCHE COUNTY  
 This instrument was filed for Record on  
 5/15/2014 at 1:30 PM and duly recorded  
 Book M27 Page 791 Fees \$8.00  
 Guyneth Snyder, Register of Deeds<sub>gs</sub>

Clark C. Yost, of lawful age, being first duly sworn upon oath, states:

1. Affiant is personally familiar with the following described real property, to-wit:  
  
 The South Half (S/2) of Section 9, Township 31 South, Range 17  
 West of the 6th P.M., Comanche County, Kansas.
2. The above described real property was subject to an oil and gas lease executed on  
 July 25, 1979 by Clark C. Yost and Betty A. Yost as Lessors and Richard A.  
 Bassham as Lessee, filed for record September 4, 1979, in oil and gas book 47 at  
 page 665 of the records of the Register of Deeds Office of Comanche County,  
 Kansas.
3. Affiant knows of his own personal knowledge that as of May 1, 2014, there has been  
 no production of oil and/or gas from the above described real property for over 1  
 year, nor has the above described real property been unitized with any other property  
 that was producing oil and/or gas as of May 1, 2014.
4. Affiant knows of his own personal knowledge that as of May 1, 2014, no shut-in  
 royalty has been paid and there are no shut-in wells existing for which a shut-in  
 royalty might be paid.
5. Affiant knows of his own personal knowledge that no development or operations are  
 currently being prosecuted that might maintain the lease.

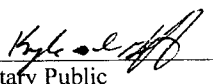
**FURTHER AFFIANT SAYETH NOT.**

  
 Clark C. Yost

STATE OF KANSAS       )  
                                   )  
 COUNTY OF Comanche )       ss:

**BEFORE ME**, the undersigned, a Notary Public in and for the County and State aforesaid,  
 on this 8<sup>th</sup> day of May, 2014, personally appeared Clark C. Yost, to me personally known  
 to be the identical person who executed the within and foregoing instrument, and acknowledged to  
 me that he executed the same as his free and voluntary act and deed for uses and purposes therein  
 set forth.

**IN WITNESS WHEREOF**, I have hereunto set my hand and official seal on the day and  
 year first above written.

  
 Notary Public



KCC WICHITA

MAY 21 2014

RECEIVED

2008 EOC paid-up

## OIL AND GAS LEASE

PHOTOCOPIED

THIS AGREEMENT, Entered into this 1<sup>st</sup> day of May, 2014 by and between Clark C. Yost and Betty A. Yost, husband and wife,  
P.O. Box 267, Wilmore, KS 67155, hereinafter called lessor, and Edison Operating Company, LLC, 8100 East 22<sup>nd</sup> Street  
North, Building 1900, Wichita, KS 67226 hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten and more Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee, the hereinafter described land, with any reversionary rights therein, and with the right to unitize this lease with other oil and gas leases of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work thereon, including core drilling and the drilling, mining, and operating for, producing and saving all of the oil, gas condensate, gas distillate, casinghead gasoline and their respective constituent vapors, and all other gases, found thereon, and for constructing roads, laying pipe lines, building tanks, storing oil, and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, said tract of land being situated in the County of Comanche, State of Kansas and described as follows:

### The Southwest Quarter (SW/4)

of Section 09, Township 31 South, Range 17 West, and containing 160.00 acres, more or less.

2. This lease shall remain in force for a term of two (2) years (called "primary term") and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of the products covered by this lease is or can be produced.

3. The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the pipe line to which lessee may connect its wells the equal 3/16 part of all oil produced and saved from the leased premises, or at the lessee's option may pay to the lessor for such 3/16 royalty the market price at the wellhead for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

4. The lessee shall pay to the lessor, as a royalty, 3/16 of the proceeds received by the lessee from the sale of gas, gas condensate, gas distillate, casinghead gas, gas used for the manufacture of gasoline or any other product, and all other gases, including their constituent parts, produced from the land herein leased. If such gas is not sold by the lessee, lessee may pay or tender annually at or before the end of each yearly period during which such gas is not sold, as a shut-in royalty, whether one or more wells, an amount equal to five dollars per net mineral acre, and while said shut in royalty is so paid or tendered, it will be considered under all provisions of this lease that gas is being produced in paying quantities. The first yearly period during which such gas is not sold shall begin on the date the first well is completed for production of gas. This lease may not be maintained in force for any one continuous period of time longer than five consecutive years after the expiration of the primary term hereof solely by the provision of the shut-in royalty clause.

5. This lease is a paid-up lease and may be maintained during the primary term without further payments or drilling operations.

6. In the event said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein then the royalties herein provided for shall be paid to said lessor only in the proportion which his interest bears to the whole and undivided fee; however, in the event the title to any interest in said land should revert to lessor, or his heirs, or his or their grantee, this lease shall cover such reversion.

7. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from existing wells of the lessor. The lessee shall bury his pipe lines below plow depth and shall pay for damage caused by its operations to growing crops and the land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of this lease to remove all machinery fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing.

8. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed) the covenants hereof shall extend to their heirs, devisees, executors, administrators, successors and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee and no change of ownership in the land or in the royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof, or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor of the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee or administrator, executor, or heir of lessor.

9. If the leased premises are now or shall hereafter be owned in severally or in separate tracts, the premises may nonetheless be developed and operated as one lease, and all royalties accruing hereunder shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may now or hereafter be divided by sale, devisee, descent or otherwise, or to furnish separate measuring or receiving tanks.

10. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and, in event it exercises such options it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty accruing hereunder.

11. If after the expiration of the primary term, production of oil or gas should cease from any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within one hundred-twenty (120) days thereafter, or if at the expiration of the primary term, oil or gas is not being produced on said land, but lessee is then engaged in drilling or reworking operations thereon, then in either event, this lease shall remain in force so long as operations are prosecuted either on the same well or any other well thereafter commenced, with no cessation of more than one hundred-twenty (120) consecutive days, and if they result in production of oil or gas, this lease shall remain in effect so long thereafter as there is production of oil or gas under any provision of this lease.

KCC WICHITA

MAY 21 2014

RECEIVED

000203

12. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing same of record in the proper County. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled shall cease and determine, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.

13. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partial nor shall the lessee be liable in damages for failure to comply with any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If lessee should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction thereover, the primary term of this lease shall continue until six months after said order is suspended.

14. Lessee shall have no right and power to pool or unitize the land covered by this lease with any other property without the written consent of the Lessor.

15. Lessee and or his assigns shall restore the surface and the surface contours to their original condition as nearly as is reasonably practicable after drilling operations are completed on the described premises.

16. Lessee shall consult with Lessor in regard to the route of ingress and egress on said premises to well location.


17. Lessee shall pay for damage to the property's surface, limited to damages caused by the drilling of any well or placement of any pipes, pipelines, pumps and/or tank batteries on said property. A one-time damage payment of \$4,000.00 per well site shall be paid by the lessee to the lessor, or anyone designated by the lessor to receive payment, within 30 days of the commencement of drilling operations. All pipelines constructed on this lease shall be buried to a depth of 36 inches. Lessee shall pay an additional damage payment of \$25.00 per rod for any lead lines.

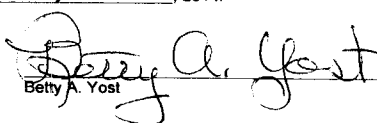
18. To the extent that Lessee is able to use water from existing stock water wells for the drilling of oil and gas wells on the property, Lessee agrees to pay Lessor as consideration a minimum of \$2,000.00 for the drilling of each oil or gas well on the property. Lessee shall obtain the consent of Lessor each time before any water is used from stock water wells, as the permitted use by Lessee will depend upon the requirement of water for cattle at the time an oil and gas well is drilled and the capacity of the water well. If it is not viable to use water from a stock water well, Lessee may drill a separate water well for its drilling operations and use such water without cost. At the request of Lessor, Lessee may leave the water well intact upon completion and allow the Lessor to convert it to a stock water well.

19. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor and lessee.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

IN TESTIMONY WHEREOF, we sign this the 8<sup>th</sup> day of May, 2014.

  
Clark C. Yost


  
Betty A. Yost

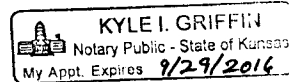
#### ACKNOWLEDGMENT

STATE OF KANSAS )  
 ) §  
COUNTY OF COMANCHE )

Before me, the undersigned, a Notary Public, in and for said county and State, on this 8<sup>th</sup> day of May, 2014, personally appeared Clark C. Yost, to me known to be the identical person who executed the within foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

  
Notary Public 9/29/2016  
My commission expires




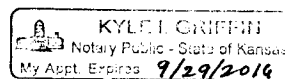
#### ACKNOWLEDGMENT

STATE OF KANSAS )  
 ) §  
COUNTY OF COMANCHE )

Before me, the undersigned, a Notary Public, in and for said county and State, on this 8<sup>th</sup> day of May, 2014, personally appeared Betty A. Yost, to me known to be the identical person who executed the within foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

  
Notary Public 9/29/2016  
My commission expires



KCC WICHITA  
MAY 21 2014  
RECEIVED

## EXHIBIT "A"

Attached hereto and made a part hereof that certain Oil and Gas Lease dated May 1, 2014, between **Clark C. Yost and Betty A. Yost, husband and wife, as Lessor, and Edison Operating Company, LLC, as Lessee.**

This Lease and Exhibit "A" and all their terms, conditions, and stipulations shall extend to and be binding on all the heirs, grantees, administrators, successors and assigns of the Lessee and Lessor.

It is hereby agreed between the parties hereto that the following provisions shall be incorporated in and become a part of the above-described oil and gas lease to-wit:

1. The Lessee agrees to exercise any rights with respect to removal and recovery of materials, buildings, casings, etc. set forth in the main part of the contract within one (1) year of the expiration of said Lease. The failure of the Lessee to exercise this right within one (1) year will vest the title to all said materials, buildings, casings, etc., absolutely and unconditionally in the Lessor, its heirs and assigns. However, only after Lessor has notified Lessee, at its last known address, in writing of such failure, giving Lessee an additional 30 days to correct such failure.
2. Upon abandonment of any well or wells on the land described in this Lease, the Lessee and its assigns agree to restore as near as possible the ground areas where the damage occurs from drilling operations and be responsible for and promptly pay all crop damages. The ground area will be restored as near as possible to its original condition. In the event the property is not restored as near as possible to its original condition, the Lessee agrees to pay the Lessor the actual costs of restoration of the ground, including the correction of any conditions caused to soil due to contamination by salt water and oil.
3. In the event there is no production in paying quantities found by any operations undertaken by Lessee during the primary term of the Lease, and there is an abandonment of said Lease, the Lessee shall within three (3) months fill all pits, ponds, remove all structures, and reasonably restore the premises to the condition existing at the time the Lease is executed.
4. Any and all pits dug or used in connection with the development and production of this Lease shall be dug a minimum of six (6) feet deep and maximum precaution shall be taken to protect the soil from any and all damage from any and all uses of said pits, which shall be dug in such a manner as to allow the top soil to be put back on the surface when the pits are filled.
5. The royalties reserved herein shall be 3/16 of all oil sold from these premises or land pooled therewith less applicable state taxes and 3/16 of all gas produced on the premises or land pooled therewith less production, severance or excise taxes.
6. Lessee covenants and agrees to release of record all formations, strata and substratum 100 feet below the deepest formations, strata and substratum penetrated, three (3) years after the expiration of the primary term of this Lease and upon written request of the Lessor.
7. The use of water provided for under this Lease is limited to use for drilling operations only. Lessee shall specifically not have any right to use fresh water from the above described premises for the purpose of water flooding or ejection in any water flooding program that the above described acreage may for any reason be pooled or unitized. Lessee may not use water from the fish ponds.
8. Lessor reserves the right to designate all routes of ingress and egress. Prior to the construction of any roads, pipelines, tank battery installations or installation of other equipment on the leased premises, Lessee shall consult with the surface owner and tenant as to the location and direction of the same. Lessor, surface owner, shall not unreasonably withhold agreement regarding the same. There shall be no oil road surfaces or hard surfacing of any access roads without written consent of Lessor. This does not grant an easement for pipelines on the premises shall be strictly for wells drilled on the premises or in the unit in which the premises are included.
9. It is further understood and agreed that the Lessee will contact the owner before entering on the land regarding the location of roads and cattle guards to be used in developing the property and in the event that production is found, will consult with the owner regarding the location of tank batteries and roads. Lessee if a cattle guard is in place over eight (8) years, it will be left in place at the termination of the Lease.
10. It is understood and agreed between the parties that the Lessee has covenanted and agreed that he or his assigns will pay a minimum annual royalty on any production under this Lease, including shut-in royalties, of Ten Dollars (\$10.00) per acre per year.
11. It is understood and agreed between the parties that any lines located on this Lease will be buried and maintained below plow depth.

KCC WICHITA

MAY 21 2014

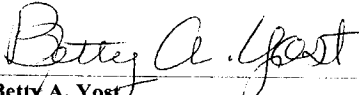
000205

RECEIVED

12. No right is granted to the Lessee to erect on any part of said premises any plant or facility for gasoline extraction or for the processing of said gas or petroliferous substances, except the normal and necessary heater treater and separator customarily used. Lessee specifically agrees to build any meter houses, separators, heater treaters and storage tanks for the purpose of producing and saving any oil and gas upon the above described premises.
13. Lessor reserves all rights to grant, lease, and mine gravel and/or minerals from said lands except interests in oil and gas and their constituent products herein leased to Lessee. Lessor specifically reserves the ownership of all radioactive substances, including those, which may be produced with or derived and/or extracted from any gas or liquids, produced by the Lessee.
14. All damages hereunder shall be due and payable on or before three (3) months after the same occur. The Lessee agrees that prior to drilling, he will pay to the Lessor a minimum of \$4,000.00 to cover the damages for each well that is drilled and will restore the surface, as near as possible, to its original condition, and should the actual damages exceed \$4,000.00, will pay the actual damages.
15. Lessee shall have one (1) year, herein called "shut-in period" from the date of completion of a gas well, and/or after the expiration of the Primary or Extended Term, in which to make pipeline connections for production or marketing of gas. The shut-in period may be extended for a period not to exceed two (2) additional years, at the option of Lessee not be extended for more than three (3) years unless the Lessee has connected the well to a market and due to conditions beyond Lessee's control, gas is not sold. During the shut-in period, it shall be considered that gas is being produced from the leased premises in paying quantities so long as Lessee is paying shut-in royalty as herein provided.
16. Lessee agrees to maintain well site, storage tank location, or any other area used in its Lease operations, reasonably free of weeds, but without the use of salt or chemical substances in such weed control, except herbicides approved for use around livestock as long as the herbicide does not damage the grass or growing crops.
17. Lessee agrees that he will promptly obtain a Division Order for any production, which will be completed for Lessor's signature, so that the first runs may be paid on the first (1<sup>st</sup>) payment date one hundred and twenty (120) days after delivery of the first runs. However, curing the defects in the Lessor's title shall suspend the running of said 120-day period.
18. It is further understood by the parties that the surface of the land covered by this Lease may be entered in the Conservation Reserve Program. Under the terms of said program, the land in the program must be kept in an approved grass cover for the duration of the Program. In the event that a well is drilled on said property, the Lessee will indemnify and hold harmless the Lessor, his agents, or the surface owners from any costs or penalties as a result of land not being in compliance with the Program.
19. It is understood and agreed between the parties that no gas storage rights are being conveyed with this Lease. In the event any entity shall successfully, in any manner, characterize gas found on this lease to be storage gas, this shall not affect the obligation to produce oil found on this leasehold. The Lessors reserve all rights they have to have their oil produced and to take legal actions against any entity that prevents or attempts to prevent production of oil found on the leasehold.
20. The Lessees will pay the Lessor for any damages resulting from seismic work, including remediation of soil compaction, vehicle track, restoring planted crops and paying the fair market value of any and all crop losses.

Signed for identification:

  
Clark C. Yost

  
Betty A. Yost

KCC WICHITA

MAY 21 2014

RECEIVED